

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30		1. REQUISITION NUMBER		PAGE	OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			SPM300-03-R-0005	2003-04-18	
7. FOR SOLICITATION INFORMATION CALL	a. NAME Sylvia Meminger	b. TELEPHONE NUMBER (No Collect Calls) (215) 737-4299		8. OFFER DUE DATE/LOCAL TIME 2003-05-22 15:00:00	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA, 19111-5096 US TEL: FAX:	CODE: SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: 500		11. DELIVERY SEE SCHEDULE <input type="checkbox"/> 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY			
17 a. CONTRACTOR/OFFEROR		18 a. PAYMENT WILL BE MADE BY			
<input type="checkbox"/> 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE	SEE SCHEDULE
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET		

AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30 a. SIGNATURE OF OFFEROR/CONTRACTOR		31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30 c. DATE SIGNED	31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31 c. DATE SIGNED
32 a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER [] PARTIAL [] FINAL	34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32 c. DATE	36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	
		38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41 c. DATE	42b. RECEIVED BY (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
40. PAID BY			
SF1449			

Section SF 1449 - CONTINUATION SHEET

ADMIN DATA/DELIVERY SCHEDULE
CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)

BLOCK 8 (continued):

OFFER DUE DATE/LOCAL TIME:

May 22, 2003 3:00 P.M. PHILADELPHIA TIME

BLOCK 9 (CONTINUED):

ALL OFFERS/MODIFICATIONS/WITHDRAWALS MUST BE PLAINLY MARKED ON THE **OUTERMOST ENVELOPE** WITH THE SOLICITATION NUMBER, CLOSING DATE, AND TIME SET FOR THE RECEIPT OF OFFERS.

SEND **MAILED OFFER** TO:

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
POST OFFICE BOX 56667
PHILADELPHIA, PA 19111-6667

DELIVER **HANDCARRIED OFFER**, INCLUDING DELIVERY BY COMMERCIAL CARRIER TO:

DEFENSE SUPPLY CENTER PHILADELPHIA
BUSINESS OPPORTUNITIES OFFICE
BLDG. 36, SECOND FLOOR
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

ALL HAND-CARRIED OFFERS ARE TO BE DELIVERED TO THE BUSINESS OPPORTUNITIES OFFICE BETWEEN 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY, EXCEPT FOR LEGAL FEDERAL HOLIDAYS AS SET FORTH IN 5 USC 6103.

OFFERORS THAT RESPOND TO THIS SOLICITATION USING A COMMERCIAL CARRIER SERVICE MUST ENSURE THAT THE COMMERCIAL CARRIER SERVICE "HAND-CARRIES" THE OFFER/MODIFICATION/WITHDRAWAL TO THE BUSINESS OPPORTUNITIES OFFICE PRIOR TO THE SCHEDULED CLOSING TIME.

TRANSMIT FACSIMILE REVISIONS OF OFFERS TO: 215-737-9300, 9301, 9302, OR 9303.

NOTE: FACSIMILE OFFERS ARE NOT ACCEPTABLE.

BLOCK 17A. (CONTINUED):

OFFERORS: SPECIFY FAX NUMBER (S): _____

E-MAIL ADDRESS: _____

BLOCK 17B. (CONTINUED)

REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE CENTRAL CONTRACT REGISTER (CCR).

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?????DID YOU REMEMBER TO?????

- _____ 1. Fill in Block 17a of 1449?
- _____ 2. Indicate remittance address, if different, in offer?
- _____ 3. Sign in Block 30a, name in Block 30 b, and date in Block 30c?
- _____ 4. Sign and return page 1 of any/all amendments?
- _____ 5. Return one(1) complete copy of the solicitation?
- _____ 6. Prepare and return 6 copies of the briefing charts, 6 copies of the written portion of the Technical Proposal and 2 copies of the Business Proposal?
- _____ 7. Submit copies of technical descriptions for every item listed in the market basket.
- _____ 8. Submit manufacturer's invoices for every item listed in the solicitation? *Note:* A supplier's quote is acceptable but an invoice is preferable. The invoice or supplier's quote that you submit must be dated within two weeks of submission of your proposal.
- _____ 9. Submit the Business Proposal on a spreadsheet in accordance with the instructions in the solicitation and submit a copy of the disk?
- _____ 10. Submit a list of warehouse locations that will directly support the proposed customers? Warehouses functioning as backups should be designated as such.
- _____ 11. Include two (2) copies of your most complete and current product listing for all items (food, beverage, and non-food) as part of the business proposal?
- _____ 12. Indicate the name(s) of presenter(s) for the Oral Presentation?

SUPPLIES / SERVICES AND PRICES***I. INTRODUCTION***

A. The Defense Supply Center Philadelphia (DSCP) intends to enter into a contract to supply Subsistence products to the customers supported by the solicitation. The Prime Vendor is responsible for furnishing a full-line of food and beverage items. In addition, the Prime Vendor may also be requested to provide related non-food items to the customers. This solicitation does not include requirements for Fresh Fruits and Vegetables, Fresh Milk and Fresh Bread.

B. This solicitation contains the estimated food and beverage requirements for DoD and non-DoD customers in South Carolina.

C. The resulting contract made against solicitation SPM300-03-R-0005 will be an Indefinite Quantity Contract that provides for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). This contract will be for a one (1) year base term and contains provisions for four (4) one-year options. The combined length of the contract, including option years, may total five (5) years. The government intends to make one (1) award, but reserves the right to award more than one (1) contract.

D. Estimated Dollar Value/Guaranteed Minimum/Maximum

1. The estimated dollar value is \$30,000,000.00 for the base term and for each of the option periods. The total estimated dollar value, inclusive of options, is \$150,000,000.00.

2. The guaranteed minimum is 10% of the estimated dollar value. The guaranteed minimum for the base year and each of the option periods is \$3,000,000.00.

3. The maximum ceiling on any resultant contract is 125% of the estimated dollar value. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. The higher alternate ceiling for all contracts is 150% of the estimated dollar value per year.

E. Individual Customer Estimates

<u>Customer</u>	<u>Annual Estimate</u>
Fort Jackson, SC	\$17,540,000.00
Marine Corps Recruit Depot, Parris Island, SC	\$ 7,225,000.00
Marine Corps Air Station, Beaufort, SC	\$ 600,000.00
Shaw AFB, SC	\$ 520,857.40
Charleston AFB, SC	\$ 515,365.92
Naval Weapons School Galley, Charleston, SC	\$ 2,720,000.00
Charleston Naval Hospital, Charleston, SC	\$ 140,000.00
Charleston Naval Consolidated Brig, Charleston, SC	\$ 508,776.68
Bamberg Job Corps Center, Bamberg, SC	\$ 180,000.00
FISC Norfolk Detachment, Charleston, SC (Ships)*	\$ 50,000.00

*Please note that the "Ships" at FISC Norfolk/Charleston are not home ported, and may only stop for small loads.

II. ITEMS

A. This solicitation is for total food and beverage support and covers a broad range of items. The successful Prime Vendor will be expected to provide full-line food service items, such as, but not limited to, canned items, dry items, chill items, beverages, ESL and UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs, and other dairy products. As previously stated, fresh fruits and vegetables, fresh milk, and fresh bread and bakery items are not covered under this solicitation.

B. In addition, the Prime Vendor may be requested to provide related non-food items to the customers. The Government, therefore, reserves the right to add non-food items such as paper products, cleaning supplies, and small equipment and wares at any time throughout the proposed contract term.

III. PRICING

A. Pricing will be based on the following formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

Definitions:

1. Unit Price - The unit price is defined as the total price charged to DSCP per unit for a product delivered to the government.

2. Delivered Price - The "delivered price" is defined as the last invoice price of a product the prime vendor has paid a manufacturer or supplier for that product delivered to its distribution point. This is sometimes referred to as "landed cost".

3. Distribution Price - The distribution price is defined as a firm fixed price, offered as a dollar amount, which represents all elements of the contract price other than the delivered price. The distribution price typically consists of the prime vendor's projected general and administrative costs, overhead, packaging costs, transportation costs from the prime vendor's distribution point, any other projected expenses associated with the prime vendor function, and anticipated profit. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the prime vendor for each food or beverage item. The price submitted can be no more than two (2) places to the right of the decimal point. This dollar amount shall remain constant for the complete term of the contract.

B. The majority of customers listed within this zone will be utilizing the Government's ordering system, STORES, (the Subsistence Total Order and Receipt Electronic System). STORES requires that pricing be fixed at the time the order is placed, provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.

1. For example, orders placed on 1 March will be priced at time of order, if delivery is required between 2 March and 7 March, inclusive. If delivery is not required until 8 March, or after, the order will be priced with those prices in effect at the time of delivery.

C. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 2, "EDI Implementation Guidelines" for more information on the various EDI transaction sets required under this contract. DSCP will review the 832 EDI transaction set to check for price and other changes; however, the accuracy of the vendor item catalog is the responsibility of the prime vendor.

D. Vendors may submit alternate price change submissions (832 Updates). However, it should be noted prices cannot be updated more than once a week. For example, it may benefit both the offeror and the government to submit prices bi-weekly on Thursday. Price changes will only take effect the Sunday following their submission as new catalogs are issued to the customers for Monday morning download.

IV. OPTIONS

1. There are four (4) one-year options in this solicitation. Acceptance of these options by the successful Prime Vendor is **mandatory**. Distribution Prices must be submitted for each option year, as well as for the base term. The Distribution Prices offered on each option year will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option year may be offered as a percentage, increase or decrease, from the base year.

2. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base year plus option years will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

3. Failure to propose an increase or decrease of distribution prices in the option years will be considered, and evaluated as, a 0% change per option year.

4. The Government reserves the right to make the effective period of the base term of the contract less than a one (1) year period and to exercise the option less than one (1) year after the award date of the previous contract action, i.e. award of exercise of option.

V. CATEGORIES OF ITEMS

The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. For the Distribution Price Category only, prices are to be offered in the same manner in which you sell the product. For example, if you sell a product by the "case", then the distribution price will be by the "case", whereas if you sell the product by the "pound" or by the "each", the distribution price would be listed accordingly. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$10.50. Offerors must utilize the Government's food category listing below. Deviations to the list as stated below will not be accepted. However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer **BEFORE** the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation.

1. Beef
2. Fish
3. Shellfish
4. Lamb
5. Luncheon Meats, Sausages, Scrapple, Bacon, Hot Dogs
6. Pork
7. Veal
8. Poultry
9. Fresh Dairy Foods, Eggs, Frozen or Chilled Egg Products
10. Fruits, Juices, Nectar, and Vegetables (Canned or Frozen)
11. Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks
12. Confectionery, Nuts, Sugars
13. Jams, Jellies, Peanut Butter, Preserves, Condiments & Related Products
14. Bouillons, Soups, Soup & Gravy Bases
15. Baby Food/Juice
16. Fats & Food Oils/Butter, Margarine
17. Cocoa, Hot Chocolate, Coffee, Tea
18. Beverages & Beverage Mixes (without Equipment)
19. Beverages & Beverage Mixes (with Equipment)
20. Frozen Entrees or Appetizers
21. Ice Cream, Soft Serve/Yogurt/Milk Shake Mixes
22. Canned Entrees, Meats, Fish
23. Sandwich/Meal Kits
24. Chilled Prepared Salads
25. Other Semi-perishable Items Not Mentioned
26. Other Perishable Items Not Mentioned
27. Related Nonfood Products
28. MUSIC Items
29. Mandatory Items

*NOTE: The distribution price for MUSIC items must only include those costs associated with storing, handling, shipping, and transportation. It should not include acquisition costs, and other associated overhead, as the vendor will not incur these costs. Additional information can be found in paragraph XII.

VI. BACKUP PRIME VENDORS

The offeror(s) awarded the prime vendor contract for this zone may become a potential backup supplier for other zones should a prime vendor in an adjacent or nearby zone, in an extremely rare instance, be unable to support, one, some, or all of the customers in that assigned zone. The Offeror's agreement to perform as a potential backup prime vendor is required; however, if this rare situation does arise, a contractor's assignment to act as a backup to any or all customers in another zone would be negotiated through a bilateral agreement/modification to the contract. As part of this agreement, the distribution fees for the backup prime vendor to support the customers of another zone would be negotiated at that time. These measures would be taken to preclude the need to re-solicit for support to the affected customers, as well as to maintain the required service to these customers.

VII. EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT

The effective period for the base year of the contract is from the placement of the first significant order, January 25, 2004, excluding test orders, through one year thereafter.

VIII. NON-COMPETE PROVISION

The offeror warrants that he will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DSCP contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right to resolicit the contract and may not exercise the option to extend the term of the contract if he/she discovers that the successful Prime Vendor has violated this provision. Customers that have been approached by a vendor regarding ordering off of a separate contract should immediately contact the Contracting Officer.

IX. FRESH FRUIT and VEGETABLES

Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from the Defense Subsistence Office (DSO) under a separate award.

X. MUSIC

MUSIC stands for "Military Unique Subsistence Item Coordination." The Navy has designated the items listed below as "military unique." These items are required for Naval Ships Afloat but are not limited to just the Navy as other customers may order these items. DSCP has contracted with Advocacy and Resources Corporation to maintain a supply of these items to be provided to the Prime Vendors. The MUSIC contract provides for shipment of products ordered by the Prime Vendor no sooner than 5, but not later than 7, working days after receipt of order. It is mandatory that you obtain the nine (9) MUSIC items listed below from:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 615-432-5981
Fax: 615-432-5987

MUSIC ITEMS:

<u>NSN</u>	<u>ITEM</u>
8910-00-082-5734	Cottage Cheese, Dehydrated, No. 10 Can
8910-00-965-1553	Egg Mix, Dehydrated, No. 3 Cylinder Can
8910-01-091-7209	Nonfat Dry Milk, 4 Lb. Can
8915-00-004-6676	Potato Mix, Dehydrated, No. 10 Can
8920-00-165-6868	Flour, Wheat, Bread, 35 Lb. Can
8920-01-466-6511	Wheat Flour Alt. Pack, 35 Lb Can
8925-00-223-5504	Sugar, Refined, 35 Lb Can
8925-01-466-6521	Sugar, Refined, Alt Pack, 35 Lb Can
8945-00-080-9396	Shortening, 5 Gallon Can

XI. MARKET READY ITEMS

A. Fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) are procured by DSCP and are not expected to be ordered from the Prime Vendor. It is anticipated that DSCP will enter into contracts with local suppliers for the above stated items. Local vendors will deliver these items directly to the customers.

B. If, after contract award, the ordering activities have need for the Prime Vendor to deliver some or all of these items, the Contracting Officer and Prime Vendor will determine the availability and establish a mutually agreed upon start-up period and negotiate a distribution price for this service.

XII. RELATED NON-FOOD ITEMS

A. This solicitation includes disposable products (related non-food items) associated with the preparation or serving of food for the Non-DoD customers. This includes, but is not limited to, plastic, foam, paper goods and cleaning supplies. This class of items may become available to military customers once government related system concerns are resolved.

B. The offeror must provide a distribution price for this category.

XIII. MANDATORY FOOD ITEMS

A. The items listed below, in the package as described by the indicated stock number, or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH) and must become part of the prime vendor's catalog:

<u>NSN</u>	<u>ITEM</u>
8920-00-782-6353	Pancake Mix
8920-00-823-7221	Cake Mix, Devil's Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
Various	Dining Packets

B. List of Suppliers**1. Pancake Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:**

Advocacy & Resources Corporation
 435 Gould Drive
 Cookeville, TN 38506
 POC: Ms. Terri McRae
 Voice: 615-432-5981
 Fax: 615-432-5987

2. Garlic Powder and Paprika:

Unistel Continental Development Service, Inc.
 650 Blossom Road
 Rochester, NY
 POC: Mr. Jack Pipes
 Voice: 1-800-864-7835 X252

3. Dining Packets:

National Industries For The Blind
1901 N. Beauregard Street
Suite 200
Alexandria, VA 22311-1727
POC: Ms. Mary Johnson
Voice: 703-578-6512
Fax: 703-998-4217

C. If a Prime Vendor is advised that any of the above items are not available from the supplier, the Contracting Officer must be immediately notified.

XIV. REBATES / DISCOUNTS

A. The following instructions for rebates and discounts refer to those in addition to NAPA's and Food Show Discounts. As discussed in the following sections, NAPA's and Food Show Rebates must be given in the form of a deviated price.

B. Rebates and discounts are to be returned to DSCP when they are directly attributable to sales resulting from orders exclusively submitted by DSCP or its customers. Additionally, any rebates and discounts offered to any commercial customer or other Government organization shall be given to DSCP or its customers in the form of an up-front price reduction. The discount/allowance shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer.

C. The Prime Vendor shall be as aggressive as possible in pursuing all rebates, including mail-in coupons and discounts for the customers supported under this contract. Notwithstanding the requirements included herein, the offeror warrants, at a minimum, that DSCP and its customers will receive rebates and discounts equal to or better than the offeror's most favored commercial or other Government customer. The offeror will provide a description of those rebates and discounts meeting the requirements herein as part of its offer in accordance with the provisions outlined in the "Instructions, Conditions and Notices to Offerors" section of this solicitation.

D. A rebate report shall be provided to the Contracting Officer on a monthly basis. This Rebate report shall be a break out of all rebates by manufacturer, then sorted by customer/dining facility. The final procedures relative to managing and returning lump sum rebates will be based on the final proposal and confirmed after award. The Government, however, reserves the right to audit applicable records to ensure proper administration of the rebate program and ensure that moneys due to the Government have been properly returned in accordance with the offer.

XV. NATIONAL ALLOWANCE PROGRAM AGREEMENT (NAPA)

A. Definitions:

1. Agreement Holder - the supplier or manufacturer that has agreed to offer discounts to DSCP on product ordered under DSCP Prime Vendor contracts.

2. National Allowance Program - the program implemented by the Defense Supply Center Philadelphia (DSCP) to maximize the leverage of DSCP's buying power and reduce the overall delivered price under Prime Vendor Contracts to the customers of DSCP.

3. National Allowance Program Agreements (NAPA's) – agreements between DSCP and suppliers/manufacturers that identify product category allowances. These allowances or discounts apply only to the delivered/invoice price of the product. The NAPA does not affect the Prime Vendor's distribution price or fee in any way.

B. DSCP has implemented a NAPA Program as part of the Subsistence Prime Vendor program. Under the NAPA Program, DSCP will enter into agreements with suppliers/manufacturers offering domestic products.

C. Under the NAPA Program, Agreement Holders will:

1. Authorize and consent to allow the contractor to distribute its products to ordering activities under the Prime Vendor Program.

2. Offer discounts on the delivered price of the product ordered under Prime Vendor contracts, in the form of deviated allowances, whereby the price to the customer includes the discount. The deviated price is the price that will be submitted via the 832-catalog transaction.

D. NAPA's neither obligate the Prime Vendor to carry, nor the ordering activity to purchase, any of the agreement holders products; however, NAPA terms will apply to any order placed by a customer for products covered by a NAPA, in which case the invoice price must reflect the NAPA.

E. If a Prime Vendor has a pricing agreement/arrangement with more favorable terms and/or pricing structure, then it is required to pass on these savings to the customer.

F. Under a contract resulting from this solicitation:

1. Within five (5) working days from notification of award, the awardee will contact John Steenberge, Program Manager, NAPA Team, 215-737-8461. The NAPA Team will provide general instructions and a password to access the allowances on the NAPA website.

2. The Prime Vendor agrees to bill the invoice price to the Government as specified by the NAPA allowance and initiates a bill-back to the agreement holder, if any activity orders any product covered by a NAPA. The agreement holder will reimburse allowances to the Prime Vendor within a time period mutually agreeable to the Prime Vendor and the agreement holder.

3. Any disputes involving the NAPA between the Prime Vendor and the agreement holder will be resolved between them according to their own commercial practice. However DSCP will attempt to facilitate any such disputes.

NAPA TRACKING PROGRAM

The Prime Vendor agrees to comply with the requirements of DSCP's Tracking Program for NAPAs and shall provide the required product information to support the NAPA allowance and sales tracking web site.

Data shall be submitted as follows:

1. **Format.**

The required information shall be formatted in an excel sheet, flat ASCII file or a delimited file. Each transmission must be of the same format. Requests to change from one format to another must be forwarded to the contracting officer for approval.

2. Transmission of Data.

Information shall be submitted electronically via—

(a) email to data@one2oneus.com. Include contract number(s) in email title.

OR

(b) FTP to <ftp://ftp.one2oneus.com>. Inquire for a username and password.

3. Frequency of Submission.

Information shall be submitted as often as the data may change but no more than weekly.

4. Contents of the Data File.

The contents of the data file shall include the information shown below for all of the products, NAPA and non-NAPA, that are shipped to the government. All of the fields for each item must be populated with information unless otherwise stated.

Field #	Field Description	Field Name	Width	Format	Note
1	Prime Vendor Part Number	PVPARTNO	15	Alpha-Numeric	
2	Product Description	DESC	45	Alpha-Numeric	
3	Unit of Measure	UOM	3	Alpha-Numeric	
4	Manufacture SKU or UPC	MFGNO	15	Alpha-Numeric	Note 1
5	Brand Label or Manufacturer Name	MFG	45	Alpha-Numeric	Note 2
6*	Unit Allowance Amount	ALLOW	12	9999999.9999	Note 3
7*	Allowance UOM	ALLUOM	3	Alpha-Numeric	Note 4
8*	Allowance to Ship Conversion	ALLCONV	12	9999999.9999	Note 5
9	Prime Vendor Markup Amount	PVMARKUP	12	9999999.9999	Note 6

*Fields 6, 7 and 8 relate to NAPA. If a product is NOT subject to a NAPA allowance then fields 6, 7 and 8 can be left blank or zero.

NOTES:

- 1 This field represents the manufacturer's part number of the product. If a valid case UPC is available, you should use the case UPC. The UPC check digit is optional. In the case where a UPC is not available, then you must use the **manufacturer's** part number (SKU number) as designated by the manufacturer. All leading zeros are required. All characters such as dashes are also required if the manufacturer uses the character in their part number identifier.
- 2 This field needs to identify the manufacturer (not necessarily the supplier) of the product. If your item master has a valid case UPC and you send the UPC in field 4 there is no need to provide this field. If you do not have a valid case UPC, please indicate the manufacturer or brand name or some code indicating the same. If you use a code please provide an additional listing of those codes and their description. Please note, this is the **manufacturer** of the product not necessarily who supplied you the product.
- 3 This is the off-invoice allowance amount. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please set this field to zero.
- 4 This is the allowance UOM. It can be found in the NAPA table. If the product is not subject to a NAPA allowance then please leave this field blank.
- 5 Conversion to the Unit of Issue UOM. The conversion factors to equalize the allowance UOM to the unit of issue UOM. For example, if the unit of issue UOM is "CA", for Case, and the allowance UOM is "CS", for Case, the conversion factor would be set to 1. However, in the case where the Unit of Issue is "CS" and the Allowance UOM is "LB", for pounds, this conversion factor may be fifty (50) because there are 50 lbs in a case. If the product is not subject to a NAPA allowance then please set this field to zero.

- 6 For each item, provide the applicable markup amount. As previously negotiated with DSCP, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice.

G. The NAPA Program is for the exclusive use of DSCP customers purchasing product under the resultant contract.

XVI. FOOD SHOWS

A. DSCP actively participates in vendor Food Shows for the purpose of obtaining food show "allowances". These allowances are negotiated by DSCP with each exhibitor at the Food Show, whether it is a broker representing several firms, the distributor representing a firm, or the manufacturer directly. In addition, other procedures in accordance with a vendor's normal commercial practice may be used to negotiate the allowances or savings.

B. The Prime Vendor is required to advise the Contracting Officer and/or Account Manager of all Food Shows that are conducted throughout the course of the contract. This includes Annual Shows, as well as Regional and/or Mini Food Shows. The Government reserves the right to participate.

C. Approximately one (1) week prior to the food show, the Prime Vendor shall furnish the Contracting Officer and/or Account Manager the following information:

1. List of brokers/manufacturers attending the Food Show;
2. Map showing the locations of booths;
3. Effective period of the allowances;
4. Statement as to whether the allowances are applicable to all orders placed within the effective period, or for only the amount of product booked; and
5. Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

- a. Vendor Part Number
- b. Description of item
- c. Usage quantity
- d. Manufacturer/Brand
- e. Booth Number of the exhibitor and the products they represent.

D. At the end of the Food Show allowance period, the vendor shall submit to the Account Manager a Food Show savings report by customer. This shall be completed within 2 weeks of the ending of the allowance period.

E. Food Show Allowances must be passed on to the customers directly as a deviated price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The deviated price is the price that is to be submitted via the 832-catalog transaction. All decreases in price must be submitted via the 832 the week prior to the beginning of the allowance period.

XVII. CUSTOMER SERVICE

A. The Prime Vendor shall treat each and every customer covered under this contract as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

B. The customers in this zone have periodic food menu board meetings and the Prime Vendor may be invited to attend these meetings. At these meetings the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate product preparation, provide nutritional information and address any other concerns the customer may have. Offerors shall address how they will take part in these forums and value added services they will employ to enhance these meetings, as requested in the section entitled "Submission Requirements".

XVIII. NEW ITEMS

A. If a customer desires to order an item that is not part of the contractor's inventory, the Prime Vendor will be allowed a maximum of thirty (30) days to source the item, obtain a stock number from DSCP (if required) and add the item to its Vendor Item Catalog via an 832 catalog transaction. These items should then become a permanent part of the Prime Vendor's inventory if it appears that these items will be ordered on a regular basis. These items must become a permanent part of the vendor's inventory if the customer guarantees a minimum movement of twenty (20) cases per month.

B. The successful awardee shall assume the responsibility of introducing new food items to the customers, as well as showing cost effective alternatives to their current choices.

XIX. ADDITIONAL CUSTOMERS

A. The Government reserves the right to add DoD and non-DoD customers in the solicited area to the Prime Vendor contract based on a mutually agreed upon implementation plan.

B. The additional customers cannot increase the dollar value of the contract by more than 25%. It should be noted that the 25% new business would also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contract do not meet the estimated dollar value, the Contracting Officer reserves the right to add more than 25% additional business.

D. Additional customers are limited to those that receive Federal funding.

XX. CENTRAL CONTRACTS

A. DSCP's Central Contracting Office administers the contracts for Coca-Cola, Pepsi, and Dr. Pepper Bag-in-Box and canned soda, Food Service Equipment, and the MUSIC items. Additional information and points of contact can be located on the DSCP web page using the following web address:

<http://www.dscp.dla.mil/subs/beverage.htm>

B. From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTCs) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At the time of the award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs. Currently, there are three (3) contracts in place for several types of French Fry and Hash Brown items.

DESCRIPTIONS / SPECIFICATIONS

I. ORDERING SYSTEM

A. Most customers listed within this zone are currently using the Subsistence Total Order and Receipt Electronic System (STORES). However, there are some customers which utilize "STORES on the Web", accessed via the Internet.

B. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services; i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing. Attachment 2 provides additional EDI information.

2. Customers will be able to order all of their food and beverage requirements through STORES. Some customers will also be able to order non-food items through STORES. The system will transmit orders to the Prime Vendor, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration-type items. It may be possible during the life of this contract that all customers will have the opportunity to order the non-food items from STORES.

3. The awardee shall be required to interface with STORES and must be able to support the following EDI transaction sets:

810	Electronic Invoice
820	Payment Voucher Information
832	Catalog (Outbound - Vendor to DSCP)
850	Purchase Order
861	Receipt
997	Functional Acknowledgment

4. A complete description of these transaction sets is included in the "EDI Implementation Guidelines" attached to this solicitation.

5. The vendor shall have access to the Internet and be able to send and receive electronic mail (email).

6. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

7. The Prime Vendor is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction) as well as on its invoices, both delivery ticket to customer and 810 invoice transaction set. The Government's format begins with the broad category of item and then continues with a more specific item description. For example: "Crinkle Cut Carrots", would be listed as "Vegetable, Carrots, Crinkle Cut".

II. ORDER PLACEMENT

A. Customers shall place their orders to accommodate a "skip day" delivery. An order placed on 1 March would have a required delivery date of 3 March. Orders may be placed with a longer lead-time; however, the minimum lead-time is "skip day".

B. As part of its Technical proposal, the Prime Vendor shall submit a plan describing how it intends to notify customers of the non-availability of an item. It should be noted that the maximum time frame is 24 hours. If it appears that the vendor does not expect a stock replenishment in sufficient time to fulfill the requirement, the Prime Vendor should offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise them of the not-in-stock position of the item.

III. FORCE PROTECTION

A. The Defense Supply Center Philadelphia (DSCP) Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DSCP to take steps to insure steps are taken to prevent the deliberate tampering and contamination of subsistence items. The contractor/vendor must insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage, and delivery process. The contractor/vendor must immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

B. As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations. The Government strongly recommends that all firms review their security plans relating to plant security and security of the product, especially in light of the heightened threat of terrorism.

IV. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products delivered shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if Used by Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.

B. Commercial standards should be used to maintain temperatures appropriate for individual items.

C. Level of Product Quality

1. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:

a. Identical in respect to packaging and packing when the DoD unit of issue is not described by weights (e.g. pound or ounce). For example, NSN 8915-00-286-5483, "Fruit Cocktail, Canned" is described as "Light or Heavy Syrup Pack, US Grade A or B, no. 2 1/2 size can, 24 per case". Substituting a No. 10 can and modifying the unit of issue ratio in the STORES ordering system cannot fill the requirement for this item. The same holds true for items described as package (PG), or bag (BG).

b. Identical for portion control items, except that pack size may vary. For example, NSN 8905-00-133-5889 "Beef Braising Steak, Swiss" is described as "frozen, formed, portion-cut, not mechanically tenderized, US Choice Grade or higher, 6 oz each, NAMP 1102 or equivalent, from knuckle, inside round, Eye of Round, or Outside Round, 53 lbs. per box". The requirement for the formed six (6) ounce portion must be identical. However, if the commercial pack size were a 15-lb. box, it would be acceptable by modifying the unit of issue ratio in the STORES ordering system. In respect to the previous examples, the DoD ordering activities require continuity with the DoD unit of issue for proper inventory and accounting within DoD.

c. Equivalent in respect to grade or fabrication.

2. A substitute item must be of equal or higher technical quality and equal or lower in price.

3. All items must meet or exceed the Government's item description of their assigned Government stock number.

V. QUALITY PROGRAM

A. Supplier Selection

A supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification. Product characteristics shall be standardized to the extent that variations in flavor, odor, and texture will be minimized.

B. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Ensure requirements of the Berry Amendment are met;
7. Customer satisfaction is monitored;
8. Product discrepancies and complaints are resolved and corrective action is initiated;
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP;
10. Compliance with EPA and OSHA requirements;
11. Salvaged items or products shall not be used;
12. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement.

VI. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

VII. *PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS*

A. Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

VIII. *CONTRACTOR PRODUCT DESCRIPTIONS*

A. At the time of the initial submission of the proposal, the offeror shall provide a set of product technical descriptions [specifications], for each of the "Market Basket" items identified in this solicitation.

B. The technical description must contain sufficient detail to determine the product's salient characteristics for comparison to the item solicited for in the schedule of items. Bid sheets are not considered technical descriptions.

C. The Subsistence Prime Vendor Office will determine if the item offered meets the minimum quality standard described.

IX. *PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS*

A. The Subsistence Prime Vendor Branch will conduct Prime Vendor Quality System Management Visits (QSMV's) to review the contractor's methods used to comply with the terms of the contract and to verify that those terms are being met. QSMV's may include on-site visits to subcontractors and/or product suppliers. The contractor shall make all arrangements for visits by DSCP Prime Vendor Personnel to contractors, subcontractors and suppliers. A copy of DSCP's Standard Operating Procedure for QSMV's is incorporated as Attachment 4.

B. National Meat and Seafood Audits
Basic Audits:

1. The DSCP National Food Audit Program, covering all Food Classes within a Prime Vendors' catalog (Meat, Poultry, Seafood and Processed Products) functions as a Service and Quality Assurance check for our DOD customers to ensure the War fighters are receiving products of an optimum quality level. The audit objectives focus on the following to ensure:

- (a) Prime Vendor's adherence to contract requirements.
- (b) The quality level of the materials supplied is satisfactory and uniform throughout the DSCP-H Prime Vendor Regions.
- (c) There is no product misrepresentation or substitution.

2. The Audit objectives are accomplished utilizing the expertise of the USDA AMS Meat, Poultry and Processed Products Graders, USDC National Marine Fisheries Service and DSCP-HFS Quality Assurance personnel. Representatives from the above agencies form the DSCP National Food Audit Team.

3. The DSCP National Food Audit is a technical product review and is intended to be a partnership between the customer, Prime Vendor and DSCP-H, providing a platform for continuous quality improvement through a detailed review of selected core items. An informative discussion of the observed items' physical characteristics and deviations from, or compliance with, established quality requirements is provided during the product review. This technical discussion makes possible an understanding of the customers' need for certain quality requirements so that systems supporting the manufacturing and distribution of the item can be tailored to meet these requirements. This approach makes it a win-win for the customer, Prime Vendor and DSCP-H.

4. For each Prime Vendor it is expected that an audit would be conducted once per contract year. This includes the base year of the contract, plus any and all option-years in which the government's option is exercised. The Audits are conducted in a seminar setting with participation from you and your suppliers. The average cost of a Food Audit is approximately \$9500.00. As a Prime Vendor you will be expected to provide samples of the government's choice up to a dollar value ceiling of \$9500.00. Any expense for the sampled product above these ceilings may be billed to the Government under your contract.

5. Audit Results:

Prime Vendors will be given a detailed report on each product reviewed. It will be the Prime Vendor's responsibility to take immediate action to correct any deficiency uncovered during the audit.

6. Follow-up Audits:

a. Follow up audits may be scheduled within a one-year period of the initial audit, or based on the recommendation of the evaluators of the Basic Audit. If a follow up is required due to the outcome of the initial audit, all samples are to be at the expense of the Prime Vendor.

b. Non-routine follow-up audits may be scheduled if several items do not meet the government's requirements as presented in the catalog descriptions.

c. If the follow-up is routine and based on the Government's program, samples may be billed to the Government under the existing contract.

X. HAZARD ANALYSIS CRITICAL CONTROL POINT (HACCP) PROGRAM**A. Definition**

HACCP is a system of preventative controls and scientific testing designed to improve the safety of products from "farm to table". Food and Drug Administration (FDA) and Food Safety and Inspection Service (FSIS) HACCP regulations require industry to verify the effectiveness of its operations by continuous monitoring of the controls established, end item product testing, and careful record keeping of the complete HACCP system. The regulatory agency responsible for designing and enforcing its agency's food safety programs will review each plant's records and conduct other in-plant inspection activities to verify that proper food safety procedures are being followed in accordance with the establishment's HACCP plan. The HACCP-based system requires a commitment by establishments to consistently control operations in the interest of public health.

B. USDA - FSIS HACCP Regulation/Requirements

1. Sanitation Standard Operating Procedure (SSOP): All plants
2. HACCP Plans:
 - a. Large establishments (500 or more employees)
 - b. Small establishments (more than 10 employees but less than 500)
 - a. Very small establishments (less than 10 employees or annual sales of less than \$2.5 million).

C. FDA HACCP Regulation

The regulation requires all seafood companies in the U.S. and importers of seafood products into the U.S. to be currently operating under a HACCP-based program.

XI. JUICE AND DRINK DISPENSERS

A. When requested, the contractor is required to furnish beverage dispensing machines and beverage products, as specified herein. The upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment shall be the sole responsibility of the contractor.

B. The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.

C. The contractor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.

D. Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.

XII. BRAND NAME ITEMS

A. Based on the ordering habits of the customers listed in the solicitation, the current STORES catalog includes numerous Brand Name items. These are items that the customers have expressed a preference for and have been added to the catalog at the customers' request.

B. In an effort to enhance the commercial aspects of the Prime Vendor Program, some items contained in this solicitation's Market Basket are Brand name items.

C. Offerors are required to submit pricing and technical descriptions for the specific brand name item listed in the item description, if applicable.

PACKAGING AND MARKING

I. PACKAGING, PACKING, AND LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All meats, poultry, and seafood will be vacuum packed when practicable. In all instances the packaging must protect the product from freezer burn and contamination.

D. All fresh poultry items will be packed in ice packed cartons or gas-flush cartons.

E. All fresh seafood items will be packed in ice packed cartons.

F. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. This product code key book is to be issued to each customer as well as the DSCP Account Manager on or before first delivery. Changes to the book are to be made as necessary. It is highly recommended that the Prime Vendor review this book on a quarterly basis. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.

II. MARKINGS

A. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN", "KEEP REFRIGERATED", etc. shall be used on all cases when appropriate.

B. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

C. All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Contractors that do not use open dating shall provide a product code number key to the Account Manager and each customer facility. This product code key is to be issued to each customer as well as the DSCP Account Manager on or before first delivery. Changes to the book are to be made as necessary. It is highly recommended that the Prime Vendor review this book on a quarterly basis. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best if Used by Date, or similar markings.

INSPECTION AND ACCEPTANCE

I. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

C. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket denotes acceptance of the product.

D. The contractor shall forward three (3) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No invoice may be submitted for payment until acceptance is verified.

II. WARRANTIES

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" contained in the solicitation.

III. ACCEPTANCE REQUIREMENTS FOR FROZEN ITEMS

A. In order for frozen items to be accepted by the receiving activity, the following criteria must be observed:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes; off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn.

IV. REJECTION PROCEDURES

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

B. When product is found to be non-conforming or damaged, or otherwise suspect, the veterinary inspector shall notify the responsible food service officer. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative.

C. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

D. In the event that a product is rejected after initial delivery is made, the prime vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo is to be sent to the DSCP Account Manager.

1. If a customer requires a one-to-one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product.

E. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

F. Supplies transported in vehicles which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

DELIVERIES AND PERFORMANCE

I. TERMS OF INDEFINITE QUANTITY CONTRACT

A. The duration of the contract(s) is for a one (1) year period with four (4) one-year options beginning with the first significant STORES order. The current contract expires on Saturday, January 24, 2004. It is expected that the last order(s) will be placed on Friday, January 23, 2004. The first order under the resultant contract will take place Monday, January 26, 2004; however, all dates are subject to change based on the actual contract award date.

B. The Contractor's start up period will take place prior to the first order. The Prime Vendor shall submit a proposed implementation schedule to the Contracting Officer within thirty (30) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional 30 days will be granted for actual implementation. No more than sixty days will be permitted for the prime vendor to have fully functional distribution accounts in place for all customers.

II. ITEM AVAILABILITY

Items must be stocked in sufficient quantities to fill all ordering activity requirements. It is critical that items ordered be routinely delivered on a "skip day" basis, at a minimum.

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. Deliveries shall be scheduled according to the customer's timetable as listed in paragraph G. below.

B. Installation delivery routes and stop-off sequence will be coordinated and verified with the installations on a post award basis by the awardee(s).

C. All deliveries are subject to military inspection at destination. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting/Troop Issue" activity on the installation.

D. Specific delivery point information is provided below. Some installations have more than one delivery point. Pertinent information has been included to explain specific customer delivery requirements, points of contact, and instructions.

E. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All product shall be segregated by drop-off point. The intent is to provide expeditious off-loading and delivery to the customer.

F. The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

<u>G. DELIVERY POINTS</u>		<u>REMARKS</u>
DoDAAC: 128INF Bldg 5482 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 134INF Building 5500 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAC: 161INF Building 4210 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 187ORD Building 2260 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 213INF Building 12000 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 228INF Building 4420 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 239INF Building 4270 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 260INF Building 11000 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM

DoDAAC: 313INF Building 5422 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: 369AGB Building 2230 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: RECBN1 Building 1875 Fort Jackson, SC	Army	Delivery Days: Tuesday/Thursday/Saturday Between 6:30 AM and 10:30 AM
DoDAAC: FT9000 Gaylor Dining – Building 468 Charleston AFB, SC	Air Force	Delivery Days: Monday/Wednesday/Friday Between 8:30 AM and 10:00 AM
DoDAAC: FT9001 Flight Kitchen – Building 166 Charleston AFB, SC	Air Force	Delivery Days: Monday/Wednesday/Friday Between 7:30 AM and 10:00 AM
DoDAAC: FT9448 Child Development Center Building 1950 Charleston AFB, SC	Non-DoD	Delivery Days: Monday/Wednesday/Friday Between 8:30 AM and 2:00 PM
DoDAAC: FT9017 Chief Emerson E. Williams Dining Facility Polifka Street Shaw AFB, SC	Air Force	Delivery Days: Monday/Wednesday/Friday Between 6:00 AM and 10:00 AM
DoDAAC: FT9416 Child Development Center Building 2449 Shaw AFB, SC	Non-DoD	Delivery Days: Monday/Wednesday/Friday Between 6:00 AM and 8:00 AM
DoDAAC: FT9454 Youth Center Building 2444 Shaw AFB, SC	Non-DoD	Delivery Days: Monday/Wednesday/Friday Between 6:00 AM and 7:00 AM

DoDAAC: MW0149
Building 149
Marine Corps Recruit Depot,
Parris Island, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: MW0410
Building 410
Marine Corps Recruit Depot,
Parris Island, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: MW0590
Building 590
Marine Corps Recruit Depot,
Parris Island, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: MW0600
Building 600
Marine Corps Recruit Depot,
Parris Island, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: MW0740
Building 740
Marine Corps Recruit Depot,
Parris Island, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: MW0926
Building 926
Marine Corps Recruit Depot,
Parris Island, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: MW0442
Building 442
Marine Corps Air Station
Beaufort, SC

Marines

Delivery Days: Monday/Wednesday/Friday
Between 4:00 AM and 7:00 AM

DoDAAC: N45610
Naval Consolidated Brig
Building 3107
1050 Remount Road
Charleston, SC

Navy

Delivery Days: Tuesday and Thursday
Between 8:30 AM and 12:00 PM (Noon)

DoDAAC: N69214
Naval Weapons School Galley
Building
Charleston, SC

Navy

Delivery Days: Tuesday and Thursday
Between 7:00 AM and 8:00 AM

DoDAAC: N68084
Naval Hospital
3600 Rivers Avenue
Charleston, SC

Navy

Delivery Days: Monday/Wednesday/Friday
Not Later than 10:00 AM

DoDAC: 1646AF
Bamberg Job Corps Center
Cafeteria Building
Bamberg, SC

Non-DOD

Delivery Days: Every Other Wednesday
Between 8:00 AM and 3:30 PM

FISC Norfolk Detachment
Ships**
Charleston, SC

NAVY

Delivery Days: Monday/Wednesday/Friday
When Ships are in Port - Not Later than 10:00 AM

**Please note that the "Ships" at FISC Norfolk/Charleston are not home ported, and may only stop for small loads.

IV. FILL RATE / SUBSTITUTIONS

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{fill rate \%}$$

Definitions:

1. *Cases accepted* - product that the customer has received and receipted not including damaged cases, mis-picks, and product substitutions.

2. *Cases ordered* - product requested by a customer

B. The contractor will submit a monthly report by customer to the DSCP Contracting Officer with the following information:

1. Fill Rate with and without Substitution
2. List of all items that were Not in Stock, Returned, Damaged, Mis-picks, Substitutions, etc.

C. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

V. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays, as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next business day, unless otherwise agreed to by the customer.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Note: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm, other than those specified above, must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

VI. SURGE/MOBILIZATION**A. Readiness Plans - Surge/Mobilization****1. Surge**

The capability to handle a large increase in case volume for short periods of time with very little lead-time may be required at various times throughout the term of the contract. Services may experience unscheduled arrival of troops, with only a few hours notice, as part of normal operations, where the order requirements could more than double from their normal usage on a given days notice. The timing of these types of surges will be impossible to anticipate. Pricing constraints for items furnished in this fashion shall be the same as those for routine, non-surge orders.

2. Mobilization

The capability to handle full-scale military mobilization or national emergency where-in consumption could easily double or triple the case requirements at any site for a protracted period must also be provided for. The offeror must develop a readiness plan outlining how they would meet this increased workload by, for example using additional suppliers, subcontractors, etc. As with surge support, pricing constraints for items furnished in this fashion shall be the same as those for routine, non-mobilization orders.

3. The Government reserves the right to test the Prime Vendor's Readiness Plan.

4. When units deploy for training exercises outside their zone, their current Prime Vendor will be given the opportunity to supply the unit's requirements. If the current vendor cannot perform this function at no additional cost, or the Vendor does not wish to accept the mission, the requirements will be turned over to the Prime Vendor supporting the zone in which training will occur.

VII. EMERGENCY ORDERS

All emergency order(s) for supplies must be same day service. Expeditious fulfillment of the emergency requirement is imperative. The Prime Vendor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or pager number. The offeror is required to submit their plan for handling emergency orders; as well as what they actually consider an emergency, and additional costs, if any. The Prime Vendor shall provide, at a minimum, two (2) emergency orders per month, per individual ordering activity, at no additional charge to the government.

VIII. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule;
7. Products delivered in unsanitary delivery vehicles;
8. Products delivered that fail to meet the minimum / maximum specified temperature;
9. Quantity excess as a result of order input error and/or Purchase Ratio Factor error; and
10. Any other condition not specified above that is deemed to be a valid reason for return.

IX. SHORT SHIPMENTS / SHIPPING ERRORS

A. The receiving official will annotate short shipment(s) on the delivery ticket/invoices that accompany the delivery.

B. Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

CONTRACT ADMINISTRATION DATA**I. CONTRACTING AUTHORITY**

A. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return Original copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

B. All invoicing for payment is to be filed electronically using EDI transaction set 810 (Attachment 2). No paper invoices shall be submitted to DFAS for payment. All invoices submitted by prime vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

C. **Invoice transactions may be submitted to DSCP daily; however it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines which do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

D. The same invoice cannot be submitted with different dollar amounts.

E. You will be required to submit test 810 transactions sets 30 days prior to first order.

F. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.

G. **For catch weight items, standard rounding methods must be observed i.e. <5, rounded down; >5, rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.

H. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

I. The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice.

DFAS – Columbus Center
Attn: DFAS-CO-SEP
P. O. Box 182317
Columbus, OH 43218

J. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number;
2. DoDAAC;
3. Contract line listed in numeric sequence (also referred to as CLIN order);
4. Item nomenclature;
5. LSN or NSN;
6. Quantity purchased per item in DSCP's unit of issue;
7. Clearly identified and annotated changes on all copies (clean invoices must be submitted; and
8. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

III. PAYMENTS

A. DFAS Columbus Center is the payment office for this acquisition.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions - Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

C. Payment is currently being made in approximately seven (7) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

D. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

E. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the government.

IV. ADMINISTRATION

A. The DSCP Prime Vendor Office will perform administration of the contract.

B. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

SPECIAL CONTRACT REQUIREMENTS***I. NOTICE TO OFFERORS***

Prospective offerors are hereby advised that although there is a guaranteed minimum of 10% on this contract, DSCP cannot guarantee that any or all of the customers will order all of their subsistence and related non-food requirements from the successful Prime Vendor. Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract. To a large extent, their decision to continue ordering will be based on the performance of the Prime Vendor.

II. MANAGEMENT REPORTS

The contractor shall electronically transmit the following reports to the DSCP Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month. E.G., reporting period of January 1 through January 31, the reports must be received by February 7.

A. Descending Dollar Value Report - Sorted by line item; each line to contain at a minimum: DSCP stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base in each zone.

B. Small Business Subcontracting Report -

1. This report should list all products manufactured and/or supplied by small business, small disadvantaged businesses, minority owned small business, National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH), women-owned small businesses, women owned small disadvantaged businesses, HUB Zone small businesses and JWOD. This should be sorted by manufacturer/supplier and include quantity and dollar value and should be sorted by the applicable business size category of the manufacturer/supplier. NIB/NISH firms are not to be categorized under Small Disadvantaged Businesses as they are non-profit organizations and should be considered their own separate category. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs.

NOTE: SBA must certify SDB and HUB Zone businesses.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

3. Javits-Wagner-O'Day (JWOD) - This report must list all products supplied by JWOD firms. Total dollars and percentages should be highlighted within the Socioeconomic Report. Progress reports regarding these subcontracting efforts relative to JWOD entities are also required.

C. Product Line Manufacturer/Supplier Listing - this report shall list all items purchased along with quantity and dollar value. It shall be sorted by Manufacturer/Supplier and annotate whether the manufacturer/supplier is a large business, or small business. All Small Businesses are to be broken in the sub-categories as listed above.

D. Fill Rate Report - the fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.

E. *Customer Service Report* - The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

F. *Rebate Reports* -

1. *General Rebates* - All rebates that have been passed along to the customer via off-price reductions, or that are due to the customers, shall be summarized by listing each customer and the rebate amount. Also include the manufacturer offering the rebate and the product usage. The total should be per customer and per contract.

2. *Food Show Rebates* - This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show and should be received by the Contracting Officer no later than two weeks after the end of the special pricing period. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

G. *Financial Status Report* - In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report should be categorized by time periods, and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

III. *CATALOG ORDER GUIDE*

The contractor shall provide a catalog order guide, with descriptions and pack sizes, to each of the customers serviced under this contract. At a minimum, the order guide should list the DSCP Stock Number, DSCP Unit of Issue, the contractor's part number, and the brand of each item.

IV. *CUSTOMER SERVICE*

A. The Prime Vendor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customers after award.

B. Since many of our customers only have access to the government phone network, it is strongly preferred that a toll free number be provided.

V. *DLA MENTORING BUSINESS AGREEMENT (MBA)*

A. The DLA MBA Program was designed for prime contractors to provide developmental assistance to small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB) and HUB Zone (HZSB) small business concerns for value added services and/or products. Prime contractors may also mentor Javits-Wagner-O'Day (JWOD) qualified nonprofit agencies for the blind and other severely disabled that have been approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under the JWOD Act.

B. DLA MBA's encourage participation and growth opportunities for small business concerns and JWOD entities in a best value, long-term contracting environment. The submitted plan should consist of one or more agreements between the prime contractor and a SB/SDB/WOSB/HZSB or JWOD workshop that will participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth, which is measurable and meaningful.

C. Participants

Cite the criteria in selecting a firm or firms with whom to mentor. In addition, include the following information with all submissions:

1. Name, address, and plant location for contract holder and potential SB/SDB/WOSB/HZSB or JWOD participant(s).
2. Point of Contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from all parties.
3. The number of people employed by SB/SDB/WOSB/HZSB or JWOD concern. If the firm is in the service sector, specify its annual average gross revenue for the last three (3) fiscal years.

D. Agreement Type

1. Describe the type of agreement executed by the contract holder and the SB/SDB/WOSB/HZSB or JWOD entity. The agreement should state the benefits of the plan for both parties. The Contracting Officer will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreements should clearly define the roles and responsibilities of each party. Plans, which identify new business ventures rather than expansion of existing agreements, are preferred.
2. DLA MBA Agreements shall specifically identify the areas of developmental assistance (i.e. management/technical) that will be provided. The offeror should provide a discussion of the areas chosen for development/enhancement. Describe the scope of the plan, i.e. whether the plan will be specifically related to the requirements contained in the solicitation or will the plan cover other governmental and commercial customers.
3. Offerors shall identify and describe the management control techniques that would be used to insure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

E. Measurement and Reporting

1. Provide milestones for program implementation.
2. Discuss and describe the measurement/yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:
 - a. An increase in the dollar value of subcontracts awarded to SB/SDB/WOSB/HZSB and JWOD workshops under DLA contracts.
 - b. An improvement in the level of participation in DOD, other federal agencies and commercial contracting opportunities.
3. Mentors will be required to submit periodic progress reports on their agreements.

INCORPORATED BY REFERENCE**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>.

225.7002-2 EXCEPTIONS

(j) Acquisitions of foods manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced, except that, in accordance with section 8136 of the DoD Appropriations Act for Fiscal Year 2003 (Pub. L. 107-248), the following foods are subject to the restrictions in 225-7002-1: Fish, shellfish, or seafood manufactured or processed in the United States; and fish, shellfish, or seafood contained in the foods manufactured or processed in the United States.

CLAUSES INCORPORATED BY FULL TEXT**52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (FEB 2002)**

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting

Officer has notified the Contractor that the Committee or a JWOD central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contract for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB) 1901 North Beauregard Street, Suite 200 Alexandria, VA 22311-1705 (703) 998-0770

(2) NISH, 2235 Cedar Lane, Vienna, VA 22182-5200 (703) 560-6800

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and

Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-1 ADDENDUM

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

☒ Faxed offers are NOT authorized for this solicitation.

☐ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (b), Submission of Offers, is expanded as follows:

(12) Proposal Preparation

(i) Two (2) different techniques shall be utilized when submitting your proposal – an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in the “Instructions, Conditions and Notices to Offerors”. The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately and shall not be combined with the Business Proposal. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

<u>VOLUME</u> <u>LIMIT</u>	<u>VOLUME TITLE</u>	<u>NO. OF COPIES</u>	<u>SUGGESTED TIME</u>
I	Technical (Oral)	6 sets of Briefing Charts**	3 Hours
I	Technical (Written)	6	N/A
II	Business	2	N/A

**Include any presentation materials to be used (i.e. slides, videos, etc.).

(ii) Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and price information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled appropriately.

(iii) Volume I, Technical Proposal

The following applies to both the written portion of the Technical Proposal as well as the Oral Presentation (See Submission Requirements, Technical Proposal, Volume I)

(A) The technical proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a “no response” and may not be ratable or may warrant a “Poor” rating for the applicable factor, sub factor, element or sub-element.

(B) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

(C) Firms should prepare proposals and address elements in the same order as presented in the solicitation section entitled Technical Proposal Evaluation Criteria to facilitate the Government's review and evaluation of your proposal. Continuation sheets shall clearly identify the solicitation number and the offeror's name on each page.

(D) To be considered acceptable, the technical proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements.

(iv) Volume II, Business Proposal

(A) The offeror is required to furnish limited pricing information as outlined in the solicitation section entitled Submission Requirements.

(B) To be acceptable, the firm's business proposal must be complete, realistic, and reasonable.

(v) Unless otherwise stated, the technical proposal and business proposal must both be submitted by the date and time specified for the receipt of proposals on page 3 of the solicitation, or as amended, if applicable.

(vi) A SIGNED and COMPLETED SOLICITATION must accompany the technical and business proposals in its entirety, as well as any amendments, if applicable. Make sure all clauses that require a response are completed. Offerors may retain the attachment entitled "EDI Guidelines for Subsistence Prime Vendor" for future reference.

3. Paragraph (c), Period for Acceptance of Offers.

☒ Period of acceptance is 180 days.

4. Paragraph (f), LATE offers is changed to read as follows:

Late proposals and revisions. Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

It was sent by mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

It is the only proposal received.

Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Proposals may be withdrawn by written notice (including facsimile) received at any time before award.

5. Paragraph (h), Multiple Awards.

☒ The Government intends to make one award

☐ Offers may be submitted for quantities less than those specified.

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Corporate Experience/Past Performance
- Distribution System/Capability
- Quality Assurance
- Socioeconomic Considerations
- Javits-Wagner-O'Day (JWOD) Act Entity Support
- DLA MBA Mentoring Program

Technical and past performance, when combined, are:

- ☒ Significantly more important than cost or price
- ☐ Approximately equal to cost or price
- ☐ Significantly less important than cost or price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-2 ADDENDUM**ADDENDUM TO 52.212-2**

Clause 52.212-2 "Evaluation – Commercial Items", which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

However, when proposals become equal in technical merit, the evaluated cost or price becomes more important. As technical merit and the evaluated cost or price become essentially equal, other factors, as listed below, may be used as discriminating elements for determining the selection of a source among otherwise substantially equal offers. They are listed in descending order of importance:

1. Small Disadvantaged Business Concerns;
2. Small Business Concerns which are also Women Owned Small Business Concerns;

3. Other Small Business Concerns;

(1) Other concerns which are Women Owned Business Concerns

2. Add paragraph (d) as follows:

(d) Source Selection and Evaluation Procedures:

(1) Summary

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (b)(2) below. The Contracting Officer may make a competitive range determination based on these evaluations, and submit it to the Source Selection Authority (SSA) for approval. Unless award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Final revised offers resulting from discussions will undergo further technical and business evaluations. Finally, a proposal will be selected for award by the SSA, as described in paragraph (b)(3) below.

(2) Evaluation Process.

(i) Technical Evaluation Process – Offers are required to present a portion of the technical information orally and to submit the remainder of the technical proposal in writing, as prescribed in the section of this solicitation entitled “Submission Requirements”. Each technical proposal will be evaluated by the Technical Evaluation Panel against the technical factors specified in paragraph (a) above. Proposals so technically deficient as to make them technically unacceptable will be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with rejected offerors, nor will any rejected offeror be given an opportunity to revise its offer to correct deficiencies in order to become acceptable after the date and time specified for the receipt of offers.

(ii) Business Evaluation Process – Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing”. The Government will evaluate the successful offeror’s proposal to determine cost or price realism. Cost or price realism will demonstrate an offeror’s understanding of the requirements of the solicitation. Included in this process is the evaluation of options. The Government will evaluate offeror’s pricing on the items selected from the list of items referenced in the Schedule of items. The estimated quantities shall be multiplied by the unit prices to determine the lowest overall cost to the Government. These figures will be totaled to arrive at an aggregate value. Pricing will be evaluated for all option years in the same manner. All five (5) totals will be added together to determine the lowest overall cost to the Government. Distribution prices that do not relate to the market basket items will be evaluated for fairness and reasonableness. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of the options shall not obligate the Government to exercise the option(s).

(3) Selection Process

The final technical and business evaluation reports will be furnished to the Contracting Officer by the Technical Evaluation Panel. The Contracting Officer will prepare a written recommendation for award and forward it to the SSA. It is the ultimate decision of the SSA to determine which offeror receives the award.

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a small business concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(SRWeb Vendor Fill-in 1

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:)

(SRWeb Vendor Fill-in 2

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.)

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(SRWeb Vendor Fill-in 3)

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.)

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(SRWeb Vendor Fill-in 4)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.)

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(SRWeb Vendor Fill-in 5

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million)

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f)

and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not in the joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free

Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-3 ADDENDUM

(a) Definitions – Delete first paragraph referencing “Emerging Small Business”.

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent; and

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

3. The contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

4. If EFT banking information is not required to be in the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration), or applicable agency procedures.

5. EFT banking information is not required if the Government waived the requirement to pay by EFT.

(12) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB), Prompt Payment Regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-4 ADDENDUM

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following: "Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer.

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) method of shipment or packing;

(ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (3) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract."

3. Paragraph (i), Payment.

[] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government

4. Paragraph (o), Warranty, is revised to add the following:

"In the event that a product recall is initiated by the Prime Vendor, supplier or manufacturer, the Prime Vendor should following the procedures as outlined below:

(1) Immediately notify the following personnel:

(i) Customers that have received the recall product

(ii) DSCP Contracting Officer

(iii) DSCP Account Manager

(iv) DSCP Consumer Safety Officer at 215-737-3845

(2) Provide the following information to the DSCP Consumer Safety Officer:

(i) Reason for recall

(ii) Level of recall, i.e. Type I, II or III

(iii) Description of product

(iv) Amount of product

(v) List of customers that have received product

(vi) Name and phone number of responsible person (Recall Coordinator)

(3) The Prime Vendor should provide a Final Status Report of Recall, when completed, to the DSCP Consumer Safety Officer."

5. Paragraph (t), Price Changes, is added as follows:

(t) Price Changes.

(1) Definitions.

(i) Unit Price – The total price charged to DSCP per unit for a product delivered to the Government consists of two components: delivered price and distribution price. The price shall not extend more than two (2) places beyond the decimal point.

(ii) Delivered Price – The actual last invoice price of the product paid to the manufacturer/supplier, delivered to the Prime Vendor's facility.

(iii) Distribution Price – The firm fixed price, offered as a dollar amount, which represents all the elements of the contract price other than the delivered price. The distribution price will consist of the prime vendor's projected general and administrative overhead, profit, packaging costs and any other projected expenses associated with the Prime Vendor function. Offeror's may only include the cost of moving product to the port if this service is not provided for by the carrier when using a commercial carrier.

(2) Effective Period of Prices. The offeror warrants that the unit prices in effect at the time of order will be honored for a period of six (6) days.

(3) The offeror also warrants that its unit prices are equal to or lower than its most favored customer for similar quantities under comparable terms and conditions. Should price verifications reveal any instances of overpricing, the contractor further agrees to reimburse the Government for that amount.

(4) For the purpose of unit price adjustment, the offeror shall indicate its distribution price per unit of issue for each category of items which shall be expressed as a dollar figure. The distribution price may differ per category; however, each category and the associated items which fall under it, must have the same unit of issue. (The distribution price must always be equal to the unit price less the delivered price.) The distribution price, as proposed in the offer and accepted by the Government, shall remain fixed throughout the term of the contract.

(5) The delivered price for each item is influenced by commercial market forces, such as supply and demand, and competition among suppliers, and may, therefore, fluctuate. Vendors may change prices in their STORES Vendor Item Catalog weekly. The submissions are to be made by Thursday, to be in effect the following Sunday. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Thursday, 1:30 PM Philadelphia time. See Attachment 1: EDI Implementation Guidelines for more information of the various EDI transaction sets required under this contract.

(6) Upon request, the Prime Vendor shall furnish to the Government data, as required by the Contracting Officer, to support price changes and to confirm that the contract unit prices under this contract are fair and reasonable and are based on the catalog or market prices which it pays to its suppliers. This supporting documentation shall be in the form of delivered price invoices and unit prices charged to the Prime Vendor's commercial business as well as suppliers' quotations, invoices, catalogs, published price lists and any other information as required by the Contracting Officer.

(7) The Government shall perform price verification analyses from time to time throughout the term of the contract. When requested, the contractor shall provide to the Contracting Officer delivered price invoices. The Prime Vendor shall keep all delivered price invoices for a period of at least one (1) year after issuance of the applicable delivery order. As minimum, the Contracting Officer shall review the invoice in conjunction with the distribution to verify the accuracy of the delivery order unit price (i.e. the unit price in effect with the contractor's electronic catalog at the time of delivery order placement).

(8) The delivered price plus distribution price should equal the delivery order unit price. The contractor shall promptly refund any overcharges discovered during this process. Overcharges shall also result in more frequent price verification analyses.

(9) The Prime Vendor shall obtain product from suppliers who can provide the best value to the Government in terms of price, delivery, and quality. Whenever appropriate, the Prime Vendor shall take advantage of "reduced price specials" and "sales" offered by suppliers, as well as those manufacturers that have a National Allowance Program Agreement (NAPA) with DSCP. A list of NAPA holders is attached to this solicitation.

(10) The requirements of this clause shall also apply to new items added to the Contractor's electronic catalog after contract award.

NOTE: In conjunction with the above clause, the contractor should note the following: Variable weight items (such as meat and poultry roasts, turkey, etc.)) and lump sum billing cannot be receipted in decimals, e.g. 4.6 pounds. Contractors must round using Standard Rounding Methods.

(11) Offerors are advised that the Contracting Officer intends to conduct price verification analysis in the following manner:

(i) Periodically, the Price Verification Team may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered. These invoices will be used to verify that the Government is only being charged the actual product cost plus the negotiated distribution fee.

(ii) The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.

(iii) A report of overcharges and undercharges (if applicable) will be forwarded to the contractor with a request for payment, if appropriate. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.

(iv) The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.

(v) Unit prices shall be limited to a maximum of two (2) decimal places. For evaluation and award purposes, offers containing a unit price of more than two (2) decimal places shall be rounded off to two (2) decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two (2) decimal places and may not precisely reflect the quantity(ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- ____ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ____ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ____ (ii) Alternate I of 52.225-3.
- ____ (iii) Alternate II of 52.225-3.
- ____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ____ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ____ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- X (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- ____ Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (Contracting Officer check as appropriate.)
- ____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).
- ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).
- ____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996), and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during an national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or peacekeeping operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

(End of Clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996) DLAD

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(End of provision)

52.215-9003 SOCIOECONOMIC EVALUATION (OCT 1996) DLAD

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Agency's small business office as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

(End of provision)

52.215-9004 JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997) DLAD

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

(End of provision)

52.215-9005 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997) DLAD

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

(End of provision)

52.215-9006 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING (DEC 1997) DLAD

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.219-9002 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997) DLAD

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protege, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protege will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protege will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protege selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

(End of Provision)

52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997) DLAD

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protege(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

(End of provision)

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here (Vendor fill-in 1 _____). Alternate wording may be negotiated with the contracting officer.

(End of provision)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

(Vendor Fill-in 1

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.)

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (☐ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

☐ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (☐ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number
Vendor fill-in 1

Country of Origin
Vendor fill-in 2

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number
Vendor fill-in 3

Country of Origin (If known)
Vendor fill-in 4

(End of provision)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying

country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED
SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, or any tier, or supplier appearing in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

Vendor fill-in 1

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the Government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the Government terminating the entire contract, or any portion thereof, pursuant to the "Default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated, any suspended or debarred individual(s) appearing in the list in para (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

Name and Title of Suspended or Debarred Individual(s): Organization: (If other than offeror) *Vendor fill-in 2*

Describe Association/Relationships: (e.g., employer, consultant)

Vendor fill-in 3

(End of clause)

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

(End of clause)

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

(End of clause)

52.211-9P38 PLACE OF PERFORMANCE (JAN 1992) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

(End of clause)

52.215-9P09 PRE-PROPOSAL CONFERENCE (AUG 2000) DSCP

(a) A pre-proposal conference will be held at DSCP to explain and clarify the requirements of this solicitation and to respond to general questions raised by prospective offerors. Interested firms are encouraged to attend. Write or call the Contracting Officer, Pat Amendolia, at 215-737-4469 (EMAIL Pat.Amendolia@dla.mil) or the Contract Specialist, Sylvia Meminger, at 215-737-4299 (EMAIL Sylvia.Meminger@dla.mil), if you plan to attend. The DSCP FAX number is 215-737-8060.

(b) Prospective offerors are requested to submit questions in writing at least five (5) days prior to the conference to allow inclusion of the questions in the agenda. Questions will be considered at any time prior to or during the conference, however, offerors will be asked to confirm verbal questions in writing. Responses to all questions will be incorporated in an amendment to the solicitation.

(c) The Government will not be liable for expenses incurred by an offeror prior to contract award.

(d) Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing.

(e) The conference will be held at:

Location:	Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111-5092 Bldg. <u>6</u> , Room No. <u>6B313</u>
Date:	May 1, 2003
Time:	9:30 A.M.

(f) Cutoff date for receipt of questions is: April 25, 2003

(g) If planning to attend this conference, please submit the following information:

6. Name of firm
7. Name and title of representative(s) who will attend
8. Address of firm
9. Phone and FAX numbers
10. Size of business

(End of clause)

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDERS (AUG 1992) DSCP

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may repurchase the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular repurchase action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

(End of clause)

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (AUG 2002) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four (4) additional one (1) year period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any options exercised under this clause, shall not exceed 1 year

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(End of Clause)

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and dates when ordered), these offers will be evaluated using the highest option price offered for each item.

(End of clause)

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

(End of clause)

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or

delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.

(vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:

(i) Fruits, vegetables and juices thereof.

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).

(iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.

(4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By",

etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

(End of clause)

246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLE SOME MEAT ACT (JAN 1992) DSCP

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

(2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefor; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

(End of clause)

INSTRUCTIONS, MARKET BASKET**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR****I. GENERAL INFORMATION**

A. The Government is committed to utilizing the Trade-off Process as a means of selecting the most qualified vendor to support the needs of the customers listed in this solicitation while assessing acquisition procedures, quality assurance practices, and reasonable pricing, as well as other factors.

1. Two (2) different techniques will be utilized when submitting your technical proposal, an Oral Presentation and a written proposal. Except where otherwise noted, the Technical Proposal shall be orally presented in accordance with the instructions outlined in these "Instructions, Conditions, and Notices to Offerors." The Business Proposal must be submitted in writing. The Technical Proposal information required to be submitted in writing must be prepared separately in the quantities shown below and shall not be combined with the Business Proposal.

<u>WRITTEN VOLUME</u>	<u>TITLE</u>	<u>NO. OF COPIES</u>
I	Technical (written)	6
	Formal Oral Presentation	
	Briefing Charts **	6
II	Business	2

*****To include any presentation materials to be used (i.e. slides, videos, handouts, etc.). The names and titles of the presenters and copies of handouts must be included in the written proposals, either on your briefing charts or as an attachment to the written part of your technical proposal.***

2. Evaluations for each volume of the proposal will be performed exclusive of one another. Therefore, the Technical Proposal shall contain no reference to cost or pricing data. Conversely, the Business Proposal should not address information requested under an element listed as a technical factor. Cost and Pricing information shall only be contained in Volume II, Business Proposal. Each volume shall be bound separately and labeled accordingly.

B. Proposals will be evaluated for both technical excellence and price reasonableness in accordance with the evaluation criteria outlined in the "Evaluation Factors for Award" section of this solicitation. Technical factors listed in this solicitation are considered to be more important than price (business) factors. However, as proposals become more equal in their technical merit, the evaluated price becomes significantly more important. The offeror must clearly demonstrate its capability to support the customers' requirements in the most efficient, cost-effective manner. Proposals will be evaluated in accordance with the factors listed in the solicitation. The rating methodology will be adjectival, i.e., Excellent, Good, Fair, or Poor. A Neutral rating for socio-economic consideration within the past performance factor may also be used.

C. In order to receive full consideration, firms are encouraged to ensure that the information provided in the Technical Proposal is factual and complete. To ensure that an accurate evaluation of the proposal is made, please address the factors in the order in which they appear in the solicitation. Failure to do so may result in the Technical Evaluation Panel overlooking important information.

D. The Technical Proposal shall be used for evaluation purposes only and is not considered to be part of the contract. The Government reserves the right to incorporate into the resultant contract(s) those elements of an offeror's technical proposal that exceed solicitation requirements. The Business Proposal "Market Basket of Items" delivered prices are essentially for evaluation purposes, however, the market basket items will become part of the catalog. These prices should not dramatically change for orders placed early in the contract unless documented market conditions arise.

E. Offerors may provide additional technical information that will enhance the proposal; however, overly elaborate proposals that contain information not pertinent to this acquisition is not desired. Failure to provide the information requested may render the proposal unacceptable and may lead to a rejection of the offer.

F. The Government reserves the right to verify any information presented in the technical and business proposals. Site visits to assess the accuracy of the information provided in an offeror's proposal may be conducted during the evaluation process.

II. ORAL PRESENTATIONS AND SITE VISITS

A. What is an "Oral Presentation"?

An oral presentation is a technique that provides offerors with an opportunity to present information through verbal means as a substitute for information traditionally provided in written form under the cover of the offeror's proposal. The oral presentation is not a mere restatement or replication of the written proposal information but is in lieu of it. The purpose of using the Oral Presentation technique is to eliminate, or greatly reduce, the need for written material, where information can be conveyed in a more meaningful and efficient way through verbal means. One of the benefits of Oral Presentations is that it permits the evaluators to receive information demonstrating the offeror's understanding of the work or describing how the work will be performed, directly from the key members of the offeror's team that will actually perform the work. The Oral Presentation should demonstrate the offeror's understanding of the work to be performed and describe how the work will be performed.

B. What is a Site Visit?

The purpose of a site visit is to view the offeror's facility(ies) and business operations to verify what is presented in the Technical Proposal (Oral Presentation and Written Technical Portion). Site visits will be conducted after all Oral Presentations have been completed. You will be notified of the date of your site visit(s) approximately one week prior to the actual visit.

NOTE: The Technical Evaluation Panel may take pictures during the site visit. The offeror will refrain from the use of picture taking while the site visit is being conducted.

C. Instructions for Oral Presentations

1. A portion of the Technical Proposal will be submitted to the Technical Evaluation Panel (TEP) via an Oral Presentation. The Oral Presentations will be conducted at the Defense Supply Center Philadelphia (DSCP). The date of the Oral Presentation will be confirmed in writing within seven (7) working days after solicitation closing. It is anticipated that the first Oral Presentations will be scheduled to take place approximately fourteen (14) to twenty-one (21) working days after solicitation closing.

2. The Oral Presentation is to be made only by key members of the offeror's company, including any partner(s) whom will be directly involved in the successful performance of the resultant contract(s). The names and titles of the presenters must be included in the written proposal. If the offeror fails to indicate in its offer the names of those people who will be presenting at the Oral Presentation, then the presenter will be restricted to the individual who signed the proposal.

3. All Oral Presentations will be recorded on a VHS-format videotape. A copy of the videotape will be made available to the offeror, if requested. It should be noted that the awardee's oral presentation videotape may be used for future training sessions. Offerors will be allotted no more than three (3) hours to present information, as specified below, on the following technical factors:

- a. Corporate Experience/Past Performance
- b. Distribution System/Capability
- c. Quality Assurance
- d. Socioeconomic Considerations
- e. Javits-Wagner-O'Day Act Entity Support
- f. DLA Mentoring Business Agreement

4. It should also be noted that the DSCP Technical Evaluation Panel may audio tape the presentation for its immediate reference, in addition to the video taping.

5. Offerors will be allotted no more than three (3) hours to present information. It should be noted that there will only be one (1) Oral Presentation per submission, i.e. if there is any type of joint venture or partnership only one (1) Oral Presentation at the three (3) hour limit will be permitted.

6. The Technical Evaluation Panel will NOT ask any questions during the presentation, nor will any questions from the presenters be allowed. There will be a break of approximately 20-minutes at the end of the first 1 ½ hours, then a 30-60 minute break at the end of the presentation. The Question and Answer period will immediately follow the Oral Presentation; this portion will also be video taped.. During the Question and Answer period, the Technical Evaluation Panel will ask for any clarifications to the offeror's presentation. The offeror will not be permitted to ask questions of the panel other than to elicit a better understanding of the Technical Evaluation Panel's question. The Oral Presentation, or the Question and Answer session, will not constitute discussions as defined in FAR 15.306(d). DSCP reserves the right to award without discussions.

7. The order in which Oral Presentations occur will be randomly selected, by lottery. Within seven (7) working days after the closing of the solicitation, offerors will be notified of the date when presentations are to be conducted. Once the date for the Oral Presentation is set, requests for changes will not be entertained. Offerors are reminded to specify in writing what dates would not be allowable for an oral presentation. The Oral Presentation dates will begin approximately fourteen (14) to twenty-one (21) days after the solicitation closing. Oral Presentations may not be scheduled for consecutive days.

8. The briefing charts to be used during the Oral Presentation will become part of the official record and must be submitted by the date and time specified for the receipt of proposals. Briefing charts received after this date and time are subject to the provisions of FAR 52.212-1(f). If Briefing Charts are not submitted by the date and time specified for closing, then the firm waives its right to use any charts during its Oral Presentation. **NO HANDOUTS WILL BE ACCEPTED DURING THE ORAL PRESENTATION.** The briefing charts may not be altered between the time of the closing and the Oral Presentation. Any changes to the briefing charts may result in a score of "Poor" for the factor to which the chart applied.

9. Offerors are reminded that they should not develop overly elaborate Oral Presentations or presentation material, including briefing charts.

10. No pricing information shall be included in the Oral Presentation.

11. The offeror shall use the Oral Presentation as a means to communicate its understanding, approach, and experience in accomplishing requirements similar to those stated in the solicitation.

12. Oral Presentations will begin at approximately 9:00 am. If the offeror has not completed its presentation after 2 hours and 45 minutes, a 15-minute warning will be given. At the end of the three (3) hours, the offeror will be instructed to end its presentation and the recording equipment will be turned off. Any briefing charts which have not been presented within the three (3) hour presentation will not be considered as part of the proposal and will not be evaluated.

13. DSCP will make available for the Oral Presentations an overhead projector, screen, monitor, and VCR. Any additional audiovisual equipment that is required is the responsibility of the presenters. The offerors shall indicate in its proposal what equipment is needed for its oral presentation.

14. If technical difficulties are encountered during the taping of the Oral Presentation, or if it is discovered subsequent to the presentation that a technical difficulty occurred, the affected offeror(s) will be notified. However, the Government reserves the right to view the remaining videotapes during the evaluation process.

15. Any portion of the Technical Proposal that has been submitted in writing, but not listed in paragraph 18 below as being required in writing, must still be addressed in the Oral Presentation. Information pertaining to the technical proposal that is received in writing, but not required to be submitted in writing, will not be evaluated unless it is orally presented.

16. At the time of the closing of offers, the offeror shall submit detailed directions/maps to its facility from the closest major airport. The information will be used for future site visits. If the offeror will be utilizing warehouses/facilities that are in addition to, or separate from its primary place of business, then separate directions must be submitted for the additional location(s). It is also requested that offerors send recommendations and directions for lodging convenient to the warehouse/facilities.

17. DSCP reserves the right to request all, or parts of, the Technical Proposal that was (were) not initially requested, to be submitted in writing. Offerors will be given five (5) working days to document their proposal in writing.

18. The following technical information must be submitted in writing:

- a. SF 1449 (Page 1 of solicitation) and any subsequent amendments to the solicitation with original signatures;
- b. Certifications and Representations (All clauses that require a response must be returned);
- c. List of references and contracts referenced in Section I., A. and B of the Corporate Experience/Past Performance Evaluation factor;
- d. Information relating to the required minimum amount/velocity to add product to inventory referenced in Section II. A. 3 of the Distribution System/Capability Evaluation Factor;
- e. Information relating to the firm's policies regarding breaking cases and fees associated with add-ons and cancellations referenced in Section II, D. 3 and 4., of the Distribution System/Capability Evaluation Factor;
- f. Readiness Plan referenced in Section II, F. 3., of the Distribution System/Capability Evaluation Factor;

- g. Sanitary Inspection Reports referenced in Section III, E., of the Quality Assurance Evaluation Factor;
 - h. Technical Descriptions referenced in Section III, E., of the Quality Assurance Evaluation Factor.
 - i. Subcontracting goals as referenced in Section IV, B., 1 and 2.
 - j. Copies of awards and certifications;
 - k. Signed DLA MBA's which are currently in place referenced in Section V, DLA MBA Program Evaluation Factor;
 - l. Subcontracting Plan (if applicable). Note: This is required for those offerors that are large business concerns. Attachment 3.
 - m. Socioeconomic Considerations; Section IV, B
 - n. Organizational Chart;
 - o. Briefing Charts (with names and titles of presenters)
 - p. Javits-Wagner-O'Day Act Entity Support referenced in the Technical Proposal evaluation factors, Section V.
 - q. Fill Rates – with and without substitutions referenced in II.A.4 of the Distribution System/Capability evaluation factor.
 - r. Emergency orders referenced in II.E.5 of the Distribution System/Capability evaluation factor.
19. Miscellaneous Submissions
- a. List of all facilities from which product will be shipped, if applicable.
 - b. Detailed directions/maps to offeror's facilities. Recommendations and directions of lodging convenient to offeror's warehouses.
 - c. Certification of Distribution Prices.

SUBMISSION REQUIREMENTS
Technical Proposal - Volume I

Note: An asterisk (*) denotes information that must be submitted in writing as part of the Written Technical Proposal.

I. CORPORATE EXPERIENCE/PAST PERFORMANCE

Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on each team member or party to the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

***A. Corporate Experience**

Discuss the extent of experience similar to the proposed contract's requirements for both your firm and your partner's. Provide the following information:

1. The number of years performing in a prime vendor/regular dealer capacity;
2. Prime vendor/regular dealer sales dollar volume for the latest yearly reporting period;
3. The total number of customers currently serviced under a prime vendor/regular dealer arrangement;
4. The average total number of prime vendor/regular dealer orders processed in a week for your largest customer based on the latest yearly reporting period;
5. An organizational/management chart of the firm(s) that will identify key personnel who are responsible for the day to day management, and overall success, of the prime vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the proposed contract.
6. During the Oral Presentation, identify the key personnel, or the positions of personnel to be assigned, who will be key to the day to day management, and overall success, of the Prime Vendor program. Discuss your key personnel's experience with prime vendor and/or government contracts.

***B. Past Performance**

1. Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years, plus any government contracts. Offerors that have previous Government contracts must include the information listed below in paragraph 2., regardless of dollar value. Specify which contract you consider to be the most successful and why. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. The offeror should submit information regarding its socioeconomic accomplishments and performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information. Address the following for each of the contracts:

- a. Annual Dollar Value;
- b. Fill rate, listed monthly for the most recent 12 months of the contract;
- c. Delivery frequency;
- d. Length of time that the account has been serviced;
- e. Point of contact and phone number;
- f. Problems/resolutions;
- g. Brief performance record.